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Arizona Tariff No.: I

AllCom USA

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AllCom USA d/b/a: AllCom, AllCom International 9007 Arrow Route, Suite 220, Rancho Cucamonga, CA 91730-4400

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This Tariff/Price List contains the descriptions, regulations and rates applicable to the reselling of service for InterLATA and IntraLATA long distance provided by AllCom USA. This Tariff/Price List applies for services within the state of Arizona. This Tariff/Price List is on file with the Arizona Public Utility Commission and copies may be inspected, during normal business hours, at AllCom USA' administration office, 9007 Arrow Route, Suite 220, Rancho Cucamonga, CA 91730-4400.

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CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET NO.	REVISION	EFFECTIVE DATE
Chart 1	Omissins 1	1 4 00
Sheet 1	Original	August 98
Sheet 2	Original	1 August 98
Sheet 3	Original	1 August 98
Sheet 4	Original	August 98
Sheet 5	Original	1 August 98
Sheet 6	Original	1 August 98
Sheet 7	Original	l August 98
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SECTION 1

1. CONTACT INFORMATION

1.1. Customer support, complaints, bill inquiry, new service or disconnect requests:

AllCom USA, 2 15 1 E. convention Center Way, Suite 207 Ontario, CA 91764

Bus: (800) 425-5266 Fax: (888) 526-5266

1.2. <u>Commission Contact - Tariff Information:</u>

AllCom USA, 2 15 1 E. convention Center Way, Suite 207 Ontario, CA 91764

Bus: (800) 425-5266 Fax: (888) 526-5266

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SECTION 2

2. SYMBOLS

- 2.1. The following symbols are used for the purposes indicated below:
 - D Delete or discontinued
 - I Increase in rate or charge
 - M Moved from another tariff location
 - N New
 - R Decrease in rate or charge
 - T Change in text, but no change in rate or charge or regulation
 - c Change in regulation

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SECTION 3

3. TRACKING AND NUMBERING

3.1. Check Sheets.

When a tariff/price sheet filing is made an updated check sheet accompanies the filing. The Check Sheet list the sheets contained in the tariff filing with across reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

3.2. Sheet Numbering.

Sheet numbers appear in the upper left corner of each page. Sheets are numbered sequentially. However, new sheets are occasionally added the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 6 and 7 would be 6.1.

3.3. Sheet Revision Numbers.

These numbers also appear in the upper left corner of each page and are used to determine the most current sheet version on file. For example, the 4th revised Sheet 6 cancels the 3rd revised Sheet 6. Because of various suspension periods, deferrals, etc., the most current sheet number on file is not always the tariff page in effect. Consult the check sheet for the sheet currently in effect.

3.4. Paragraph Number Sequence.

There could be several levels of paragraph coding. Each level of coding is subservient to its next higher level.

(Example) 2.

2.1

2.1.1

2.1.1.1

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SECTION 4

- 4. SERVICE AREA
 - 4.1. Within the state boundaries of Arizona.

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SECTION 5

5. TECHNICAL TERMS

<u>Access Line</u> – An arrangement from a local exchange telephone company or other common Carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

<u>Authorization Code</u> – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

<u>Automatic Numbering Identification (ANI)</u> - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Company or Carrier - AllCom USA, d/b/a/ AllCom, AllCom International

<u>Customer</u> – The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Facility Based Carrier - Company that AllCom USA buys access and minutes from

<u>Holiday</u> • New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Interruption — The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as low dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non--payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

<u>Local Access and Transport Area, LATA</u> – A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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SECTION 5 (CONT'D)

<u>Measured Charge</u> – A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interchange call.

<u>Telecommunications</u> – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

<u>Travel Card</u> • A postpaid calling card issued by Carrier which allows Customers to make telephone calls. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill.

<u>Reseller/Rebiller</u> • An entity (AllCom USA) buying access or minutes from a facilities based carrier and the reselling the access or minutes to the public under the rebillers name.

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SECTION 6

6. RULES AND REGULATIONS

6.1. Application of Tariff

- 6.1.1. This Tariff contains the regulations and rates applicable to intrastate toll resale telecommunications services provided by Carrier to business and residential customers for telecommunications between points within the state. Carrier's services are furnished subject to the terms and conditions of this Tariff.
- 6.1.2. Carrier chooses to adopt and comply with all the billing, termination and collections rules and practices set forth by the State Governing Body.
- 6.1.3. Carrier's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) of underlying common carriers.
- 6.1.4. The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 6.1.5. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

6.2. Use of Services

- 6.2.1. Carrier's services may be used for any lawful purpose consistent with **the** transmission and switching parameters of the telecommunications facilities utilized in the provision of service.
- 5.2.2. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 6.2.3. Carrier's services are available for use twenty-four hours per day, seven days per week.
- 6.2.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

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SECTION 6 (CONT'D)

6.2.5. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

6.3. Liability of Carrier

- 6.3.1. Due to the unavoidability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 6.3.2. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.
- 6.3.3. The liability of the Carrier for any loss of damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.
- 6.3.4. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 6.3.5. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation of removal thereof, when such defacement or damage; is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be appropriately properly the control of the carrier's gross negligence.

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SECTION 6 (CONT'D)

- 6.3.6. Carrier shall not be liable for any failure of performance due to causes beyond it's control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 6.3.7. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 6.3.8. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

6.4. Responsibilities of the Customer

- 6.4.1. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 6.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 6.4.3. The Customer is responsible for payment of the charges set forth in this Tariff.

6.4.4. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

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SECTION 6 (CONT'D)

- Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five-(5) days written notice, via first class U.S. Mail terminate the Customer's service.
- 6.4.6. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 6.4.7. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 6.4.8. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier arising in connection with the provision of service by Carrier.

6.5. Cancellation or Interruption of Service

- 6.5.1. Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 6.5.1.2.
 - 6.5.1.1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
 - 6.5.1.2. For violation of any of the provision of this Tariff.
 - 6.5.1.3. For violation of any law, rule, regulation or policy of any go vigurisdiction over Carrier's services, or

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SECTION 6 (CONT'D)

- 6.5.1.4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.
- 6.5.2. Procedures for discontinuance of existing service:
 - 6.5.2.1. Carrier may discontinue service without notice for any of the following reasons:
 - 6.5.2.1.1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - 6.5.2.1.2. If a Customer uses Carrier's services in a manner to violate the law.
 - 6.5.2.2. In all other circumstances, Carrier will provide the Customer with written notice via fist class US Mail stating the reason for discontinuance, and will allow the Customer not less then fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five (5) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.
- 6.5.3. Without incurring liability, Carrier may interrupt the provision of service at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation and Carriers equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

6.5.4. Services may be discontinued by Carrier, without notice to the customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of it's service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer afforted assist in a FILING new authorization code to replace the one that has been deactivated.

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SECTION 6 (CONT'D)

6.6. Billing Arrangements

- Customers will either be billed directly by Carrier or its intermediary, or charges will be 6.6.1. included in the Customers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 6.6.2. Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.
- 6.6.3. Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the customer.

6.7. Validation of Credit

6.7.1. Carrier reserves the right to validate the credit worthiness of Customers.

6.8. Contested Charges

- All bills are presumed accurate, and will be binding on the Customer unless objection is 6.8.1. received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:
- First, the Customer may request, and Carrier will provide, and in-depth review of the 6.8.2. disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.
- 6.8.3. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Department.

6.9. Billing Entity Conditions

When local exchange telephone companies, or others perform billing ARRIGUEDED R FILING of Carrier, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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SECTION 6 (CONT'D)

6.10. Deposits

6.10.1. Carrier does not require a deposit from the Customer.

6.11. Advanced Payments

6.11.1. For customers whom the company feels advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) months estimated charges as an advanced payment for service. This will be applied against the next month's charges and if necessary a new advanced payment will be collected for the next month.

6.12. <u>Taxes</u>

6.12.1. All state, local and federal taxes are billed as separate items and are not included in the quoted rates.

6.13. Promotions

6.13.1. Carrier will, from time to time, offer promotional services with the approval of the Department via a tariff filing. All promotions will have a specific starting and ending date.

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SECTION 7

- 7. DESCRIPTION OF SERVICE
 - 7.1. Services are offered to subscribers on a monthly basis.
 - 7.2. Services are offered twenty-four hours a day.
 - 7.3. Service agreement is in effect for a minimum of thirty days.
 - 7.4. Service is available to both commercial and residential customers.
 - 7.5. Timing of Calls
 - 7.5.1. The customer's long distance usage charge is based on the actual usage of the Company's network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. When the called party picks up is determined by hardware supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage on the network. Chargeable time ends when either party "hangs on" thereby releasing the network connection.
 - 7.6. Billing Increments
 - 7.6.1. Switched Residential Service (Outbound and Inbound)
 - 7.6.1.1. Unless otherwise specified in this Tariff, the <u>maximum</u> billing increments is sixty (60) seconds and is measured thereafter in sixty (60) seconds increments.
 - 7.6.2. Switched Business Service (Outbound and Inbound)
 - 7.6.2.1. Unless otherwise specified in this Tariff, the <u>maximum</u> billing increments is sixty (60) seconds and is measured thereafter in sixty (60) seconds increments.
 - 7.6.3. Dedicated Business Service (Outbound and Inbound)
 - 7.6.3.1. Unless otherwise specified in this Tariff, the <u>maximum</u> billing increments is sixty (60) seconds and is measured thereafter in sixty (60) seconds increments.

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SECTION 7 (CONT'D)

7.6.4. Calling Card Service

7.6.4.1. Unless otherwise specified in this Tariff, the <u>maximum</u> billing increments is sixty (60) seconds and is measured thereafter in sixty (60) seconds increments.

7.7. Per Call Billing Charges

7.7.1. Billing will be rounded up to the nearest penny for each call.

7.8. <u>Uncompleted Calls</u>

7.8.1. There shall be no charges for uncompleted calls.

7.9. Calculation of Distance

7.9.1. There shall be no need for calculation for distance, the per minute rates are not mileage sensitive, the per minute rates are flat rate priced, a.k.a. Postalized rates.

7.10. Service Offerings

7.10.1. Long Distance Toll (Outbound)

AllCom USA' outbound long distance service is offered to residential and business customers. The service permits direct dialed outward calling at a single per minute rate 24 hours a day. Service is provided from presubscribed, Dedicated or shared Feature Group D access lines. No minimum monthly billing usage requirements apply. A five-dollar (\$5) monthly recurring charge applies, but may be reduced or waived by Carrier.

7.10.2. **800/877/888** Toll Free Service (Inbound)

AllCom USA' inbound toll free service is offered to residential and business customers. The service permits direct dialed inbound calling at a single per minute rate 24 hours a day. Service is provided from presubscribed, Dedicated or shared access lines. No minimum monthly billing usage requirements apply. A ten-dollar (\$10) monthly recurring charges apply which may be reduced or waived by Carrier.

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SECTION 7 (CONT'D)

7.10.3. Calling Card Service

Calling Card Service is a post-paid calling card service offered to residential and business customers who subscribe to AllCom USA' Long Distance and or Toll Free service calling plan. Customers using the calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card at a single per minute rate 24 hours a day. A per call surcharge will be applied to each call made from the calling card. No minimum monthly billing or monthly recurring charges apply.

7.10.4. Operator Service

The Company directly does not offer Operator Services to the customer.

7.11. <u>Notices</u>

- 7.11 .1. AllCom USA will give at least 10 days notice to customers and the Governing Party before increasing rates or other charges. The notice to customers will be either individual notice or a public notice in the newspapers in AllCom, USA' service areas.
- 7.11.2. No notice will be given if rates and/or charges are to be reduced.

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SECTION 8

8. MAXIMUM RATES AND CHARGES

- 8.1. <u>Usage Rates</u>
 - 81.1. Per minute rates are flat rate priced, not mileage sensitive, a.k.a. Postalized rates, and are flat rated (same rate), 24 hours a day, 7 days a week.
 - 8.1.2. A 2¢ per minute surcharge <u>may</u> be applied to each long distance and/or toll free minute originating from a customer located outside of a RBOC (Non-RBOC) service area.
 - 8.1.3. AllCom USA reserves the right to lower the price of any monthly fee, or waive any monthly fee completely, on a per account basis and reserves the right to apply a discount up to 50% off any per minute rate on any individual service, on a per account basis.
- 8.2. AllCom USA' Outbound Long Distance Service
 - 8.2.1. Maximum 18¢ per minute.
 - 8.2.2. Maximum \$5 per month fee.
- 8.3. AllCom USA' Inbound Toll Free Service
 - 8.3.1. Maximum 18¢ per minute.
 - 8.3.2. Maximum \$10 per month fee.
- 8.4. AllCom USA' Calling Card Service
 - 8.4.1. Maximum 40¢ per minute.
 - 8.4.2. Maximum per call surcharge, 50¢ per call.

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SECTION 9

9. CURRENT RATES AND CHARGES

- 9.1. <u>Usage Rates</u>
 - 9.1.1. Per minute rates are flat rate priced, not mileage sensitive, a.k.a. Postalized rates, and are flat rated (same rate), 24 hours a day, 7 days a week.
 - 9.1.2. A 2¢ per minute surcharge <u>may</u> be applied to each long distance and/or toll free minute originating from a customer located outside of a RBOC (Non-RBOC) service area.
 - 9.1.3. AllCom USA reserves the right to lower the price of any monthly fee, or waive any monthly fee completely, on a per account basis and reserves the right to apply a discount up to 50% off any per minute rate on any individual service, on a per account basis.
- 9.2. AllCom USA Outbound Long. Distance
 - 9.2.1. Plan "A"
 - 12.5¢ per minute with a \$3 per month fee.
 - 9.2.2. Plan "B"

12 per minute with a \$3 per month fee.

- 9.2.3. Plan "C"
 - 11.5¢ per minute with a \$3 per month fee.
- 9.2.4. Plan "D"

1 1¢ per minute with a \$3 per month fee.

9.2.5. Plan "E"

10.5¢ per minute with a \$3 per month fee.

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SECTION 9 (CONT'D)

9.3. AllCom USA Inbound Toll Free Service

9.3.1. Plan "A"

12.5¢ per minute with a \$5 per month fee.

9.3.2. Plan "B"

12¢ per minute with a \$5 per month fee.

9.3.3. Plan "C"

11.5¢ per minute with a \$5 per month fee.

9.3.4. Plan "D"

1 | ¢ per minute with a \$5 per month fee.

9.3.5. Plan "E"

10.5¢ per minute with a \$5 per month fee.

9.4. AllCom USA Calling Card

9.4.1. Plan "A"

22¢ per minute with a 35¢ per call surcharge.

9.4.2. Plan "B"

2 1¢ per minute with a 35¢ per call surcharge.

9.4.3. Plan "C"

20¢ per minute with a 35¢ per call surcharge.

9.4.4. Plan "D"

19¢ per minute with a 35¢ per call surcharge.

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SECTION 9 (CONT'D)

9.45. Plan "E"

9¢ per minute with a 35¢ per call surcharge.

- 9.5. AllCom USA Dedicated Service
 - 9.5.1. Plan "A"

9¢ per minute

9.5.2. Plan "B"

8.5¢ per minute

9.5.3. Plan "C"

8¢ per minute

9.5.4. Plan "D"

7.5¢ per minute

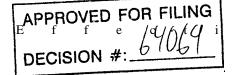
9.5.5. Plan "E"

7¢ per minute.

- 9.6. Payment of Calls
 - 9.6.1. Late Payment Charges
 - 9.6.1.1. Interest charges of 1.5% per month or, up to the maximum allowable by law will be assessed on all unpaid balances more than thirty (30) days old.
 - 9.6.2. Returned Check Charges.
 - 9.6.2.1. A return check charge of \$25 or, up to the maximum allowable by law will be assessed for checks returned for insufficient funds. Additional, any and all late charges will be assessed if payment if applicable.

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SECTION 9 (CONT'D)

- 9.6.3. Declined Credit Cards.
 - 9.6.3.1. A charge of \$10 or, up to the maximum allowable by law will be assessed for credit card payment declines. Additional, any and all late charges will be assessed if payment if applicable.

9.7. The Restoration of Service

9.7.1.1. A reconnection fee of \$25 per occurrence or up to the maximum allowable by law is charged when service is re-established for customers who had been disconnected for non-payment.

9.8. Promotional Rates and Charges

9.8.1. Carrier will, from time to time, offer promotional rates or charges with the approval of the tariff filing. All promotions will have a specific starting and ending date.

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